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NOTE: CHANGES MADE BY THE COURT

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Attorney for Plaintiff HECTOR BARRETO

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

HECTOR BARRETO,

Plaintiff,

v.

THE LATINO COALITION, INC.; and
DOES 1-10, inclusive,

Defendants.

Case No.: 2:24-cv-5227 MRA (JPRx)

***AMENDED* STIPULATED
PROTECTIVE ORDER**

District Judge:

Hon. Monica Ramirez Almadani

Magistrate Judge:

Hon. Jean P. Rosenbluth

Complaint: May 17, 2024

Removal: June 21, 2024

Answer: June 20, 2024

Trial Date: TBD

1 The above-captioned action by Plaintiff Hector Barretto (“Plaintiff”) asserts
2 claims against Defendant The Latino Coalition (“Defendant”) (collectively, the
3 “Parties”).

4 **Plaintiff’s Statement of Good Cause:**

5 The litigation of this action may require Plaintiff, Defendant, and/or
6 third parties to disclose personal, sensitive, confidential, and/or privileged
7 medical and psychological information and records concerning Plaintiff
8 and/or third parties referenced therein (“Confidential Materials”). Plaintiff,
9 Defendant and any referenced third parties have legitimate confidentiality,
10 privilege, and/or privacy expectations in such Confidential Materials, which
11 should be protected from public disclosure. If such Confidential Materials
12 are disclosed or disseminated in an unprotected manner, it may cause
13 substantial harm to Plaintiff, Defendant and any referenced third parties.

14 **Defendant’s Statement of Good Cause:**

15 Plaintiff and Defendant may produce certain documents in this case
16 that contain confidential financial and third party information. Such
17 information may implicate privileges and/or the privacy interests of the Party
18 or individual and are properly protected through a Fed. R. Civ. P. 26(c)
19 Protective Order.

20 To protect Confidential Materials from unauthorized disclosure
21 outside of this action, the Parties stipulate to the following Protective Order:

22 **I. DEFINITIONS**

23 1. “**Action**” means the case entitled *Barreto v. The Latino*
24 *Coalition*, currently pending in the Central District of California, Case No.
25 2:24-cv-5227 MRA (JPRx).

26 2. “**Materials**” are those items and information produced or
27 disclosed by a Party or Party witness in the course of discovery (e.g., initial
28 disclosures, written discovery, requests for production, depositions,

1 subpoenas, medical/psychological examination, expert reports/testimony)
2 and includes, but is not limited to, all items or information, regardless of the
3 medium in which it is contained or the manner in which it is generated,
4 stored, or maintained (including among other things, all materials defined in
5 Fed. R. Evid. Rule 1001, testimony transcripts, recordings and videos,
6 written records or summaries, and tangible things) that are produced,
7 disclosed or generated in Fed. R. Civ. 26 disclosures, written discovery,
8 requests for production, depositions, subpoenas, medical/psychological
9 examination, expert reports/testimony, and other discovery methods in this
10 Action that is, in good faith, deemed to be “Confidential” within the
11 conditions of this Protective Order by the Party to which such Materials
12 belong, to which any such Party has possession, custody or control, or as to
13 which any Party asserts any right or interest.

14 3. **“Counsel”** will mean outside counsel of record and other
15 attorneys, paralegals, secretaries, and other support staff employed by the
16 law firms for the Parties in this action.

17 4. **“Designating Party”** means the Party designating Materials as
18 “Confidential.”

19 5. **“Disclosing Party”** means the Party disclosing to another Party,
20 or to any entity or individual not a party to this Action, Materials designated
21 as “Confidential” by any Party to this Action.

22 6. **“Receiving Party”** means the Party receiving the Materials
23 designated as “Confidential,” including experts retained by a Party and any
24 other person to whom a Party discloses “Confidential” Material.

25 7. **“Submitting Party”** means the Party submitting for filing the
26 Materials designated as “Confidential” with the Court.

27 II. GENERAL RULES

28 1. **Designation of Materials as “Confidential.”** The Parties may

1 designate as “Confidential” any Materials, or portions thereof, that have not
2 been made public and the disclosure of which would violate a Party or non-
3 party’s right of privacy recognized by the United States and/or California
4 Constitution, and/or is protected by a statutory privilege. Notwithstanding
5 the foregoing, “Confidential” Materials shall not include information or
6 documents produced or disclosed that are or become, without violating this
7 Protective Order and apart from production or disclosure in connection with
8 this Action, a matter of public record or publicly available by law or
9 otherwise.

10 2. **Good Faith Basis for Designation.** The designation by any
11 Designating Party of any Materials as “Confidential” shall constitute a
12 representation such Materials have been reviewed by Counsel for the
13 Designating Party, and there is a good faith basis both in law and fact for
14 such designation. The Designating Party must take care to limit any such
15 designation to specific material that qualifies as “Confidential.” Where a
16 material (e.g., document, writing, photograph, audio or video recording,
17 electronic data or content, transcript, or record) contains information that is
18 “Confidential” and other information that is non-confidential, the
19 Designating Party to the extent practicable shall only designate the specific
20 content that is “Confidential” information. Indiscriminate or routinized
21 designations are prohibited. Upon a showing of good cause, the Court may
22 impose sanctions on a Designating Party for designations that are clearly
23 unjustified or that have been made for an improper purpose (e.g, to
24 unnecessarily encumber the case development process or to impose
25 unnecessary expenses and burdens on other parties).

26 3. **Method for Designating Materials as “Confidential.”** The
27 designation of Materials as “Confidential” shall be made as follows:

28 a) **Documents.** Documents or other tangible Materials shall,

1 at the time of their production by the Designating Party, be so designated by
2 stamping or labeling the same with the legend “Confidential” on each page
3 containing any such Materials and identifying by highlight or other
4 transparent overlay the specific content or text on the page that is
5 “Confidential”. If the entire content or text on a page is “Confidential,” no
6 highlight or transparent overlay is necessary.

7 **b) Electronic data, objects, photographs, video, or other**
8 **intangible or non-written Material.** Any Material that is not a document,
9 including electronic data, objects, film, photographs, videos, intangible or
10 non-written Material, for which it is infeasible or impractical to affix a
11 stamp, label, highlight or overlay identifying the Material, or portions
12 thereof, as “Confidential,” may be designated as “Confidential” by any
13 practical written or electronic means that clearly places the Receiving Party
14 on notice that the Material is designated “Confidential.”

15 **c) Deposition Testimony.** Deposition Testimony shall be
16 designated “Confidential”: (a) at the taking of the deposition by a statement
17 on the record by Counsel at the time of such disclosure; or (b) by written
18 notice sent to Counsel of record for all Parties thereof within fourteen (14)
19 days after receipt of the deposition transcript, identifying the portions of the
20 transcript to be designated “Confidential.” In both of the foregoing instances,
21 Counsel for the Designating Party shall direct the legend “Confidential” be
22 affixed to the portions of the original and all copies of the transcript
23 containing any such Materials. The Parties shall not permit deposition
24 transcripts to be distributed to persons beyond those specified in Paragraph
25 II.5 below until the relevant period for the designation has expired. The
26 Designating Party will have the right to exclude from attendance at the
27 deposition, during such time as the “Confidential” information is to be
28 disclosed, any person other than the deponent, Counsel (including their staff

1 and associates), the court reporter, and any person who is already known to
2 be privy to the “Confidential” information.

3 d) **Materials Subject to Inspection.** In the event the Designating
4 Party elects to produce Materials for inspection, no marking need be made
5 by the Designating Party in advance of the initial inspection. For purposes of
6 the initial inspection, all Materials produced will be considered as
7 “Confidential” and must be treated as such pursuant to the terms of this
8 Order. Thereafter, upon selection of specified Materials for copying or
9 reproduction by the inspecting party, the Designating Party must, within a
10 reasonable time prior to producing those Materials to the inspecting party,
11 mark the copies of those Materials that contain “Confidential” information
12 with the appropriate marking.

13 4. **Inadvertent Failure to Identify Documents as**
14 **“Confidential.”** Any Party who inadvertently fails to identify Materials as
15 “Confidential” shall have ten business (10) days from the date of discovery
16 of the oversight to correct such failure. Such failure shall be corrected by
17 providing written notice of the error and substituted copies of the
18 inadvertently produced Materials. Upon timely correction of a designation,
19 the Receiving Party must make reasonable efforts to assure the Material is
20 treated in accordance with the provisions of this Protective Order.

21 5. **Disclosure of “Confidential” Materials.** The Materials
22 designated as “Confidential” pursuant to Paragraph II.1 of this Protective
23 Order shall not be disclosed to any other person or entity without a Court
24 Order, except to:

25 a) **Parties.** The Parties and directors or employees of the
26 Parties assisting Counsel for the purposes of this Action;

27 b) **Counsel.** Counsel to the Parties in this Action (outside
28 counsel, of counsel, and in-house counsel), members of their firms, associate

1 attorneys, contract attorneys, paralegals, secretarial staff, regular and
2 temporary employees, and service vendors of such Counsel (including
3 outside copying services and outside litigation support services such as
4 translations services or graphics, design, or document handling
5 services/consultants retained in connection with this Action for purposes of
6 preparing demonstrative or other exhibits for deposition, trial, or other court
7 proceedings);

8 c) **Deposition or Trial Witnesses.** A potential deposition or
9 trial witness or other percipient witness to Plaintiff's allegations and/or
10 Defendant's defenses who reasonably appears to the Disclosing Party to
11 have information concerning or involving the "Confidential" Materials.

12 d) **Experts and Consultants.** Outside experts and
13 consultants engaged by Counsel or by a Party to assist in this Action, who
14 shall use such Materials solely for purposes of this Action, provided each
15 such outside expert or consultant signs an Acknowledgment in the form
16 attached hereto as Exhibit "A" prior to receiving any "Confidential"
17 Materials. An executed Exhibit "A" shall not be discoverable by the
18 opposing Party except upon Court Order for good cause shown;

19 e) **The Court.** The Court and its staff and administrative
20 personnel, the jury, Court reporters, videographers, and stenographers
21 employed to take depositions, and any essential personnel retained by the
22 Court;

23 f) **Mediators.** Professionals engaged as a mediator,
24 arbitrator, or other neutral, and settlement judges;

25 g) **Authors/Recipients.** Any authors or recipients of the
26 "Confidential" Materials, or anyone who Counsel for the Party believes, in
27 good faith, had access to the "Confidential" Materials before the designation
28 as "Confidential"; and

1 h) **Others.** Any other person only upon Court Order or upon
2 stipulation of the Parties.

3 6. **Filing Under Seal.** Before any Materials produced in discovery,
4 answers to interrogatories, responses to requests for admissions, deposition
5 transcripts, or other documents which are designated as “Confidential” are
6 filed with the Court for any purpose, the Submitting Party seeking to file
7 such Material must seek permission of the Court to file the Material under
8 seal in full compliance with Local Rule 79-5. No document may be filed
9 under seal, i.e., closed to inspection by the public except pursuant to a Court
10 order that authorizes the sealing of the particular document, or portions of it.
11 A sealing order may issue only upon a showing that the information is
12 privileged or protectable under the law. The request must be narrowly
13 tailored to seek sealing only of the “Confidential” or otherwise privileged
14 Material. Unless otherwise directed by the Court, the Submitting Party must
15 file a ‘public’ version of any document it seeks to file under seal. In the
16 public version, the Submitting Party may redact only that information that is
17 deemed “Confidential.” The Submitting Party should file the redacted
18 document(s) simultaneously with a joint motion or ex parte application
19 requesting that the “Confidential” portions of the document(s) be filed under
20 seal and setting forth good cause for the request.

21 7. **Challenges to “Confidential” Designation.** At any time after
22 the designation of Material as “Confidential” and consistent with the Court’s
23 scheduling order, Counsel for the Receiving Party may challenge the
24 “Confidential” designation of any such Material (or portion of such Material)
25 by providing to Counsel for the Designating Party a written notice of such
26 challenge identifying the documents, transcripts, or other Materials or items
27 of information challenged and setting forth the reasons for such challenge. In
28 the event Counsel for the Designating Party does not agree to withdraw its

1 claim of Confidentiality, Counsel for the Designating Party shall have sixty
2 (60) days from receipt of the notice in which to seek a further protective
3 order from the Court with respect to the Materials at issue in full compliance
4 with Local Rule 37. The burden shall be on the Designating Party to justify
5 the designation of the Materials as “Confidential.” All challenged Materials
6 for which a protective order is not sought within this sixty (60)-day period
7 shall thereafter not be accorded “Confidential” treatment under the terms of
8 this Protective Order, unless and until otherwise ordered by the Court. This
9 sixty (60)-day period may be reduced or extended by Court Order or by
10 written stipulation of Counsel. The “Confidential” status of the Materials at
11 issue shall be maintained until final ruling by the Court on any application
12 for protective order. Notwithstanding the foregoing, nothing herein shall be
13 construed to modify or waive the Parties’ rights or obligations under the
14 Court’s Civil Chambers Rules, or any other applicable Court Orders
15 regarding the matters described herein.

16 **8. Duration of Protective Order/Return of “Confidential”**
17 **Material.** Upon conclusion of the Action (whether by settlement, final order
18 of dismissal, judgment, or otherwise, including the exhaustion of all
19 permissible appeals), all persons and entities having received “Confidential”
20 Materials that are not otherwise available to the public shall destroy such
21 Materials within sixty (60) days after conclusion of the Action, including any
22 copies, excerpts, and summaries of that Material, and must purge all such
23 Material from all machine-readable media on which it resides. If, prior to
24 the conclusion of the Action, or prior to the destruction of “Confidential”
25 Material after the Action, the Designating Party requests the return of
26 “Confidential” Material disclosed by the Designating Party, the Receiving
27 Party shall return the “Confidential” Material to the Designating Party within
28 sixty (60) days after the conclusion of the Action. Notwithstanding the

1 foregoing, Counsel for the Parties shall be entitled to retain all filings, court
2 papers, deposition and trial transcripts, deposition and trial exhibits, and
3 attorney work-product (regardless of whether such Materials contain or
4 reference Materials designated as “Confidential” by any Party or non-party),
5 provided such Counsel, and employees and agents of such Counsel, shall not
6 disclose any non-public information contained or referenced in such
7 Materials to any person except pursuant to this Protective Order, other Court
8 Order or agreement with the Designating Party. All Materials, if any,
9 returned to the Parties or their Counsel by the Court likewise shall be
10 disposed of in accordance with this Paragraph.

11 Notwithstanding the above, “Confidential” Materials once admitted
12 into evidence at trial, will be presumptively available to all members of the
13 public, unless compelling reasons supported by specific factual findings to
14 proceed otherwise are made to the trial judge in advance of the trial.
15 *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir.
16 2006) (distinguishing “good cause” showing for sealing documents produced
17 in discovery from “compelling reasons” standard when merits-related
18 documents are part of a court record). Accordingly, unless otherwise
19 ordered by the trial judge, such Material admitted into evidence at trial shall
20 no longer be termed or designated as “Confidential” Material for any reason
21 under the terms of this Protective Order.

22 **9. Subpoena or Demand for Production of “Confidential”**
23 **Materials.** If any Receiving Party (or any other person) receiving Materials
24 designated as “Confidential” by this Protective Order is: (a) subpoenaed in,
25 or (b) served with a demand in another action to which he, she, or it is a
26 party, or (c) served with any other legal process by one not a Party to this
27 Action seeking Materials that were produced or designated as “Confidential”
28 by someone other than the Receiving Party, the Receiving Party shall, unless

1 prohibited by law, give written notice, by personal or email correspondence,
2 within seven (7) business days of receipt of such subpoena, demand, or legal
3 process, to the Designating Party. The Receiving Party shall cooperate with
4 respect to all reasonable procedures sought to be pursued by the Designating
5 Party. If the Designating Party timely seeks a protective order, the Receiving
6 Party may not produce the requested documents unless ordered to do so by a
7 court. The Designating Party will be responsible for any and all attorneys'
8 fees and costs incurred in seeking protection of its "Confidential" Material.
9 If the Receiving Party provides notice as required in this Paragraph and the
10 Designating Party fails to timely seek a protective order, disclosure of
11 "Confidential" Materials by the Receiving Party shall not constitute a
12 violation of this Protective Order. The Designating Party shall be solely
13 responsible for timely asserting any objection and seeking a protective order
14 to the requested production. Nothing herein shall be construed as requiring
15 the Receiving Party or anyone else covered by this Protective Order to
16 challenge or appeal any order requiring production of "Confidential"
17 Materials covered by this Protective Order, or to disobey any legal process or
18 court order that may subject such person to any penalties for non-
19 compliance, or to seek any relief from the Court.

20 10. **Use of "Confidential" Material is Limited to This Action.** No
21 Materials designated "Confidential" may be used by any Party for any reason
22 other than the prosecution or defense of claims in, or the settlement of, the
23 Action.

24 11. **Reservation of Rights.** Nothing within this Protective Order
25 will prejudice the right of any Party to object to the production of any
26 Materials on the grounds the Materials are protected by any privileges or
27 privacy protections recognized by applicable law, including, but not limited
28 to, the attorney-client privilege, the attorney work product doctrine, the

1 physician-patient privilege, and the psychotherapist-patient privilege. In
2 addition, nothing contained in this Protective Order or any designation of
3 “Confidential” Material hereunder, or any failure to make such designation,
4 shall be used or characterized by any Party as an admission by a Party.
5 Nothing in this Protective Order shall be deemed an admission that any
6 particular information designated as “Confidential” is entitled to protection
7 under this Protective Order or any other law. The Parties specifically reserve
8 the right to challenge the designation of any Material as “Confidential.” This
9 Protective Order does not prejudice in any way the rights of any Party to
10 object to the relevancy, authenticity, or admissibility into evidence of any
11 Material subject to this Protective Order, or otherwise constitute or operate
12 as an admission by any Party that any Material is or is not relevant,
13 authentic, or admissible into evidence at any deposition, at trial, or in a
14 hearing.

15 **12. Enforcement of Protective Order.** Any Party seeking
16 enforcement of this Protective Order against any other Party may petition the
17 Court by properly noticed motion, pursuant to this Court’s rules, including a
18 concise statement of the specific relief sought.

19 **13. Continuing Jurisdiction.** The Court shall retain jurisdiction for
20 a period of one (1) year after the conclusion of this Action to enforce the
21 terms of the Protective Order.

22 **14. Modification of Protective Order by the Parties.** This
23 Protective Order may be modified by agreement of the Parties, subject to
24 approval by the Court.

25 **15. Modification of Protective Order by the Court.** The Court
26 may modify the terms and conditions of the Order for good cause, or in the
27 interest of justice, or on its own order at any time during these proceedings.

28 **16.** The foregoing is without prejudice to the right of any Party: (a)

1 to apply to the Court for a further protective order relating to any
2 “Confidential” Material subject to this Order; (b) to apply to the Court for an
3 order *permitting* disclosure of “Confidential” and protected Material, if
4 necessary.

5 **IT IS SO STIPULATED.**

6
7 Dated: December 4, 2024

CEARTAS LEGAL

8
9 By: /s/ Greg A. Klawitter

10 GREG A. KLAITTER
11 Attorneys for Defendant
12 THE LATINO COALITION, INC.

13 Dated: December 4, 2024

OSTERGAR LATTIN JULANDER LLP

14
15 By: /s/ John E. Lattin

16 JOHN E. LATTIN
17 Attorney for Plaintiff
18 HECTOR BARRETO

19 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED

20
21 Dated: December 4, 2024



22
23 Jean P. Rosenbluth
24 Honorable Jean P. Rosenbluth
25
26
27
28

EXHIBIT A

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

HECTOR BARRETO,

Plaintiff,

v.

THE LATINO COALITION, INC.; and
DOES 1-10, inclusive,

Defendants.

Case No.: 2:24-cv-5227 MRA (JPRx)

**STIPULATED PROTECTIVE
ORDER**

District Judge:

Hon. Monica Ramirez Almadani

Magistrate Judge:

Hon. Jean P. Rosenbluth

Complaint: May 17, 2024

Removal: June 21, 2024

Answer: June 20, 2024

Trial Date: TBD

I, _____, declare and say that:

1. I am retained as _____
by _____

2. I have received a copy and have read the Stipulated Protective Order entered in *Hector Barreto v. The Latino Coalition, Inc.*, currently pending in the Central District of California, Case No. 2:24-cv-5227 MRA (JPRx) (the “Action”).

3. I affirm that I will use any and all “Confidential” Materials, as defined in the Stipulated Protective Order given to, or shared with, me only in a manner authorized by the Stipulated Protective Order and only to assist Counsel in the litigation of this Action.

4. I affirm that I will not disclose or discuss such “Confidential” Materials in any manner with anyone other than the persons described in Paragraph II.5 of the Stipulated Protective Order for “Confidential” Materials.

5. I acknowledge that, by signing this agreement, I am subjecting myself to the jurisdiction of the United States District Court for the Central District of California with respect to enforcement of the Stipulated Protective Order.

1 6. I understand that any disclosure or use of “Confidential” Materials in
2 any manner contrary to the provisions of the Stipulated Protective Order may
3 subject me to sanctions for contempt of Court.

4 7. I understand that all Materials designated as “Confidential” in the
5 Stipulated Protective Order, including but not limited to all copies thereof or notes
6 made therefrom, shall be maintained in a secure manner and, following the
7 conclusion of this Action, shall be destroyed or returned as required by Paragraph
8 II.8 of the Stipulated Protective Order.

9 I declare under penalty of perjury under the laws of the United States of
10 America that the foregoing is true and correct. Executed on _____,
11 _____, at _____, _____.

12
13 Date: _____

Signature